



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **C-1**

July 29, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPTANCE OF A GRANT
FROM THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
TO CONSTRUCT A TERMINAL BLEND CHIP SEAL DEMONSTRATION PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to accept a grant from the California Integrated Waste Management Board and authorize the Acting Director of Public Works or his designee to enter into a contract with the California Integrated Waste Management Board to construct a terminal blend chip seal demonstration project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Accept a grant in the amount of \$400,000 from the California Integrated Waste Management Board to construct a terminal blend chip seal demonstration project.
3. Authorize the Acting Director of Public Works or his designee to conduct business with the California Integrated Waste Management Board on any and all matters relating to the grant funds including executing a Grant Agreement and signing requests for reimbursement.

4. Authorize the Acting Director of Public Works or his designee to act as an agent for the County to execute amendments as may be necessary to complete the project as described in this letter including extensions of time, minor changes in project scope, and alterations in the project budget or grant amount of up to 10 percent, subject to approval of such documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action is to accept \$400,000 in grant funds from the California Integrated Waste Management Board (Waste Board) to fund the construction of a terminal blend chip seal demonstration project and delegate authority to the Acting Director of Public Works or his designee to enter into a contract with the Waste Board and execute any subsequent amendments to the contract for this project.

Since 1997, the Department of Public Works (Public Works) has operated the Southern California Rubberized Asphalt Concrete Technology Center (Technology Center) under agreements with the Waste Board under the approval of your Board. The Technology Center provides information and training about the use of rubberized asphalt concrete to other governmental agencies and interested parties within the State of California. In addition, for many years Public Works has been a leader among local agencies in California in the use of rubberized asphalt concrete including those which use a terminal blend binder. Due to this experience, the Waste Board offered Public Works this grant.

Chip seals consist of the spray application of an asphalt-based binder material to an existing pavement surface immediately followed by the application of small crushed rock. The rock adheres to the binder material resulting in a new pavement surface, which helps to preserve the underlying pavement and provide a new driving surface. The binder material contains a minimum of 10 percent tire rubber that has been dissolved into the asphalt at a refinery, which in industry terms is referred to as terminal blend. The tire rubber used is produced from scrap tires that would otherwise be disposed of in landfills. A demonstration project under this grant will be constructed in the Lake Los Angeles area of the Antelope Valley due to the suitability of the roads in that area for chip sealing. The information gathered from this project will provide further knowledge on the use of terminal blend binders that can be used by Caltrans, local agencies, and industry.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The recommended actions will provide beneficial information to industry, other local agencies and Caltrans as well as support the strategy of actively seeking grant funds from outside sources to increase the County's funding sources and result in improved roadways for our constituents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost, currently estimated to be \$400,000, will be funded by the Waste Board. Should the cost exceed this amount, the difference will be funded from the Fifth Supervisorial District's Fiscal Year 2008-09 Road Construction Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that the County department prepare a Grant Management Statement for your Board's review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is attached for your review.

On May 24, 2008, the Waste Board approved entering into a contract with the County of Los Angeles for the construction of a terminal blend chip seal demonstration project.

The attached Grant Agreement, which is required by the Waste Board, will be reviewed and approved by County Counsel prior to signature by the Acting Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1, Subsection (x)(1), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. This subsection pertains to sealing roadway pavement on existing highways and streets.

The Honorable Board of Supervisors
July 29, 2008
Page 4

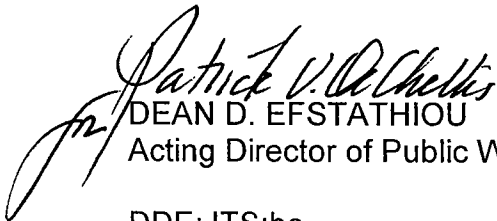
IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will provide useful information on the performance of terminal blend materials in chip seal applications, and Public Works will have a better understanding of asphalt paving products using recycled rubber. It will also have a positive impact by providing improved roads for the public living in and traveling through the Lake Los Angeles area in the Antelope Valley.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Construction Division.

Respectfully submitted,


DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:JTS:bc

Attachments (2)

c: County Counsel
Office of Affirmative Action Compliance

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works		
Grant Project Title and Description		
Terminal Blend Chip Seal Demonstration Project – construct a chip seal using terminal blend binder on existing roads and evaluate its performance.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Integrated Waste Management Board	Tire Recycling, Cleanup, and Enforcement Grants	Upon Board Acceptance
Total Amount of Grant Funding: \$400,000		County Match:
Grant Period: through May 15, 2010	Begin Date: July 29, 2008	End Date: May 15, 2010
Number of Personnel Hired Under This Grant: 0	Full Time:	Part Time:
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program? N/A	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items? N/A	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires? N/A	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:	N/A	
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.) Identify other revenue sources (describe below)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Impact of additional personnel on existing space:		
Other requirements not mentioned above:		
N/A		

Department Head Signature

Patrick V. Alchell

Date: 7-08-2008

AGREEMENT NUMBER

IWM07083

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Integrated Waste Management Board

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: June 15, 2008 through May 15, 2010
Or upon final approval signature.

3. The maximum amount of this Agreement is: \$400,000.00
(four hundred thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions Viewable at www.ols.dgs.ca.gov/Standard+Language	GTC 307 (03/28/07)
Exhibit D* – Special Terms and Conditions viewable at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf	06/06*
Attachment 1 – Contractor Certification Clauses CCC-307	4 page(s)
Attachment 2 – Recycled Content Certification	2 page(s)
Exhibit E – Additional Provisions	1 page(s)
Exhibit F- Voluntary Statistical Data	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick V. DeChellis, Deputy Director

ADDRESS

900 S. Fremont Avenue
Alhambra, CA 91803

STATE OF CALIFORNIA

AGENCY NAME

California Integrated Waste Management Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Leary, Executive Director

ADDRESS

1001 I Street, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with investigative services as described herein.
2. The project coordinators during the term of this agreement will be:

CIWMB

Name: Nate Gauff
Phone: (916) 341-6686
Fax: (916) 319-7343
Email: ngauff@ciwmb.ca.gov

County of Los Angeles

Name: Erik Updyke
Phone: (626) 458-4914
Email: eupdyke@dpw.lacounty.gov

Direct all agreement inquiries to:

CIWMB

Contracts Unit
Attention: Wendy Roberson
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6120
Fax: (916) 319-7518
Email: wroberson@ciwmb.ca.gov

County of Los Angeles

Name: Erik Updyke
Address: 900 S. Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-4914
Email: eupdyke@dpw.lacounty.gov

3. Statement of Work

INTRODUCTION/OBJECTIVES

In the past ten years terminal blend asphalts, which use a fine (minus 40 mesh) gradation of crumb rubber modifier have been used by Caltrans and several local agencies. Several existing terminal blend projects are nearing the end of the design lifespan and may yield some results regarding the performance in overlays. However, very little work has been done in using terminal blend material in other pavement strategies such as chip seals. This contract will help build the knowledge base for terminal blend materials in pavement strategies such as chip seals by creating in-field test sections that will be monitored for material performance.

This project will use similar research methodology to the asphalt-rubber chip seal project funded by the Board in 1993, and should yield valuable empirical results that can be used by Caltrans, local governments and industry as to how the performance of terminal blend chip seals compares to conventional and asphalt-rubber chip seals. Los Angeles County is also going to use this project to train their staff on the use and construction of terminal blend chip seals and will also disseminate this information to other local governments through their role as the Southern California Rubberized Asphalt Concrete Technology Center.

WORK TO BE PERFORMED

The work performed under this contract will consist of constructing terminal blend chip seal sections in various thicknesses, performing necessary quality assurance and quality control (QA/QC) testing (e.g., binder elasticity, chip retention, binder extraction) preparing summary reports of testing and monitoring results. All work under this contract will be performed via work orders and only after agreement of the CIWMB Contract Manager and Contractor to work plan provisions for each work order.

TASKS IDENTIFIED

Task 1 – Construct Terminal Blend Chip Seal sections. At a minimum, sections will be composed of hot-applied terminally blended asphalt modified with crumb rubber and aggregate applied at varying quantities; flush and sand coats or other appurtenant work, as necessary. Record actual composition for inclusion in a Final Report.

Task 2 – Perform QA/QC tests to ensure constructed sections meet applicable specifications. The contractor shall submit to the contract manager a QA/QC testing program that identifies the specific tests and the frequency for conducting those tests for approval. This QA/QC testing program and the data collected from this testing program will be included in the Final Report.

Task 3 – Conduct performance monitoring of test sections which could include but are not limited to the collection of pavement condition data, deflection data, and distress mapping data. The contractor shall submit to the contract manager a monitoring program that identifies the specific tests and the frequency for conducting those tests for approval. This monitoring program and the data collected from this monitoring program will be included in the Final Report.

Task 4 - Prepare reports as specified below. The draft and final reports will at a minimum summarize the actual project construction as described in Task 1, the results of QA/QC testing program described in Task 2, and the results of the performance monitoring program described in Task 3.

Task 5 - Present these findings and recommendations to the Board, local government agencies and at appropriate governmental and industry meetings.

REPORTS

Draft Reports

Upon completion of Tasks 1-3, Contractor shall submit the draft report to the CIWMB Contract Manager for review and approval. CIWMB staff will provide comments and/or questions that must be addressed or incorporated into the Final Report.

Final Report:

The Final Report shall:

- include all relevant data used in the development of the study;
- adhere to the CIWMB Publications Guidelines and shall be reviewed by a technical editor of the Contractor's choosing;
- shall include an executive summary briefly describing the background, scope, purpose, study design, field methods, and results of the study; and
- shall be printed double-sided, on 100% recycled-content paper.

If the Final Report contains copyrighted work in print (tables, graphics, or photographs), or other materials taken from copyrighted sources, the Contractor shall cite the copyrighted material in the Final Report and obtain permission to use the copyrighted material. Contractor shall secure express written permission from the copyright holder or the holder's licensing representative. Contractor will include letters of permission to use copyrighted material as an Appendix in the Final Report. If Contractor does not secure permission to use copyrighted material, said material will not be used in the Final Report.

The Contractor shall submit 10 bound hard copies and 5 electronic copies (CD-ROM format). The Contractor will not receive final payment until the Final Report has been approved by the Contract Manager

CONTRACT/TASK TIME FRAME

Number	Task	Schedule
1	Construct Terminal Blend Chip Seal Sections	12 months
2	QA/QC Testing	Concurrent with construction as described in Task 2.
3	Performance Monitoring	Post construction as described in Task 3.
4	Reports Draft Report Final Report	Draft – 1/15/2010 Final – 4/15/2010
5	Presentation of findings	As required by Board

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board
Financial Assistance Branch
1001 "T" Street
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025

- C. Each invoice submitted to the CIWMB must include the following information:
 - Invoice Number
 - Contract Number
 - Description of Rendered Activities/Services
 - Submitting Contractor's Address
 - Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of

California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

Terminal Blend Chip Seal Demonstration

Task I	\$ 360,000
Task II	\$ 25,000
Task III	\$ 4,000
Task IV	\$ 10,000
Task V	\$ 1,000
Task VI	\$ 9,700

Total \$ 400,000

6. PROGRESS PAYMENT AND PAYMENT WITHHOLD: Progress Payments are permitted for tasks completed under this agreement. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 8/06 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CIWMB Contract Manager.

This form to be completed by contractor. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Mean SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233, 10308.5, 10354, and 12205(a)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

EXHIBIT E

1. CONFERENCING PROVISIONS: The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.
 - A. Paper Products: All paper products used to fulfill the requirements of this Contract (name tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.
 - B. Re-usable Cups, Plates, & Utensils: To the greatest extent possible, use reusable washable Utensils, dishes, tableware, and etc. rather than single use disposable products.
 - C. Leftover Food & Beverages: All leftover food and or beverages associated with the event Will be donated to an established food donation outlet. The arrangements for the donation Must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.
 - D. Recycling/Composting: The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or Biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.
 - E. Soy-based Printing Ink: To the greatest extend possible, soy ink instead of petroleum based Inks should be used to print all documents for the event.

EXHIBIT F: VOLUNTARY STATISTICAL DATA
INFORMATION TO BE USED FOR REPORTING PURPOSES ONLY

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**. **Please return this form to the California Integrated Waste Management Board, Business Administration Office, P.O Box 4025, MS-19A, Sacramento, CA 95812, Attn: Colleen Rubens.**

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an individual proprietorship, partnership, corporation, or joint venture and at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Type of Business Transaction (check all appropriate boxes)

☐ Goods ☐ Services ☐ Construction

Total of Transaction: \$ _____ FY (July 1-June 30) of Transaction _____

Gender Classification

☐ Female
☐ Male

Race Classification- As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedreg/1997standards.html>.

☐ American Indian or Alaska Native ☐ Asian
☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander
☐ Other ☐ White

Ethnic Classification-As defined in Public Contract Code Section 2051 (c)

☐ **Asian-Indian-** A person whose origins are from India, Pakistan, or Bangladesh.
☐ **Black-** Person having origins in any of the Black racial groups of Africa.
☐ **Hispanic-** Person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race.
☐ **Native American-** an American Indian, Eskimo, Aleut, or Native Hawaiian.
☐ **Pacific Asian-** A person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
☐ **Other-** Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.